



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

CITY

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EVERETT CITY CLERK  
2930 Wetmore  
Everett, WA 98201

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## Agreement TCPRA-2015-EverPW-00012

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF EVERETT

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and CITY OF EVERETT, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

### GENERAL INFORMATION

Project Title:	Everett Landfill Tire Fire
Total Cost:	\$626,508.00
Total Eligible Cost:	\$626,508.00
Ecology Share:	\$313,254.00
Recipient Share:	\$313,254.00
The Effective Date of this Agreement is:	01/01/2015
The Expiration Date of this Agreement is no later than	06/30/2017
Project Type:	Oversight Remedial Action Grant

#### Project Short Description:

Oversight of developer compliance with the terms of the Consent Decree for landfill gas and groundwater protection, cover compliance, necessary revisions to the sampling and analysis plan, and operations and maintenance of the gas and leachate control systems.

#### Project Long Description:

The Everett Landfill Tire Fire site (Site) is about 70 acres in size, of which 66 acres have been land filled. The Site's borders are 36th Street to the north, Burlington Northern Santa Fe (BNSF) Railroad track to the west and east, and the Simpson site to the south. The Snohomish River and wetlands are to the east of the Site. At this time the only structures at the site relate to sewer lift stations and control facilities for the environmental control systems for leachate and landfill gas.

ECOLOGY and the RECIPIENT have been working together since 1994 to clean up the Everett Landfill Tire Fire site. The Site has now met the cleanup standards under the Model Toxics Control Act (MTCA).

From about 1917 to 1974, parts of the Site were used for landfill purposes. At first, the Site was used as a burning dump, a scrap metal recycling and burial yard, and a municipal landfill. The southern portion of the Site was the last active fill area. November 1974 was the last month that waste was received. The next year, the whole landfill was graded and closed in compliance with the regulations in effect at the time (WAC 173-301). A 12-inch soil layer was placed over the waste and was seeded with grass. In 1977, a commercial recycling operation began storing old rubber tires on the central and eastern half of the Site. After this, there were two fires in the tire piles, one in 1983 and one in 1984.

Contaminants of concern at this site are total petroleum hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAH), bis (2-ethylhexyl) phthalate, and metals. Additional concerns were for control of landfill gas in the then current structures on and around the site.

The RECIPIENT completed two Interim Actions at the Site under MTCA, but before an Consent Decree was signed. The first Interim Action was the Everett Landfill Site Grading in 1995. This project improved the site grading and the control of surface water. The RECIPIENT graded the entire site (except for the two tire fire areas) to collect and control surface water and to reduce leachate. The RECIPIENT then put an extra two feet of soil cover over the waste areas, and improved site drainage.

The second Interim Action was in 1997 and 1998. During this project, the RECIPIENT:

- Installed a geomembrane cover on the eastern side slopes of the landfill.
- Added a lined leachate collection trench and transmission system for treatment at Everett's Waste Water Treatment Plant.
- Added two leachate pump stations.
- Installed a leachate control force main and access road.
- Installed site fencing.
- Added site cover.
- Controlled storm water on the eastern portion of the site.
- Removed and disposed of sediments in ditches around the site.
- Removed and disposed of the tires and tire fire ash that remained.

In 2001 the RECIPIENT signed a Consent Decree, No. 01 2 03640 6, with ECOLOGY for a Remedial Investigation/Feasibility Study and Cleanup Action Plan. The Consent Decree allowed for redevelopment of the site. The RECIPIENT did further landfill gas monitoring from 2001 to 2003 and installed a perimeter landfill gas control system in 2004, and improved it in 2006 and again in 2012.

The Snohomish County's onsite Everett Transfer Station was closed and torn down in 2004. In 2006 the RECIPIENT built a bridge to pass 41st street over the existing rail lines west of the site. It also includes landfill gas control for the part of 41st street on the landfill.

In 2007 and 2008 the RECIPIENT's animal shelter was also relocated off site and the building was demolished, leaving no structures on site.

The Consent Decree for the Everett Landfill was prepared to allow site redevelopment, which is being completed by a private developer. The timing of the grant and work scope is critical to the redevelopment of the site. The site was first purchased by a developer in 2008; a second developer purchased the site in 2013, with current redevelopment steps now in process. Site construction is expected by 2017 per the purchase agreement. The efforts and tasks under the grant will provide review of the development specifically for the environmental and public health and safety systems for protection from landfill gas, and direct contact; and also includes measures to protect the deeper aquifer from contamination.

This ECOLOGY Oversight Grant provides for developer review and compliance of the Everett Landfill Consent Decree during the redevelopment of the site. These tasks provide a revised sampling and analysis plan to monitor the landfill during redevelopment; and for oversight of the developer for compliance with landfill gas control, groundwater protection, and integrity of the landfill cover - all related to protecting the environment and public health and safety. The remaining work will be performing the first year of operations and maintenance of the landfill gas system designed to protect structures built on the landfill.

The site has undergone a complete SEPA review and land use Master Plan (Planned Development Overlay Zone and Development Agreement) with the City of Everett Planning Department as the lead agency. A Final EIS was issued in June 2008, with the master planning and zoning issues completed soon thereafter. The proposed redevelopment will include construction of mixed use commercial/residential development on the former landfill, with nearby shoreline and habitat restoration areas.

Overall Goal:

The project goal is the redevelopment of the Everett Landfill site into a mixed use commercial (with residential) development that fully meets the requirements of the 2001 Consent Decree No. 01 2 03640 6. The Consent Decree was prepared to allow the site to be redeveloped and to adequately address and provide engineering controls for the potential hazards associated with a closed landfill.

Agreement No: TCPRA-2015-EverPW-00012  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

## RECIPIENT INFORMATION

Organization Name: CITY OF EVERETT

Federal Tax ID: 91-6001248

DUNS Number: 608909156

Mailing Address: 3200 Cedar St  
Everett, WA, 98201

Physical Address: 3200 Cedar St  
Everett, Washington, 98201

Organization Email: everettpw@everettwa.gov

## Contacts

<b>Project Manager</b>	Mark Sadler Maintenance Superintendent  3200 Cedar Street Everett, Washington, 98201 Email: msadler@everettwa.gov Phone: (425) 257-8967
<b>Billing Contact</b>	Suzanne Soule Financial Analyst  3200 Cedar St Everett, Washington, 98201 Email: ssoule@everettwa.gov Phone: (425) 257-8971
<b>Authorized Signatory</b>	Richard Tarry Engineering Services Manager  3200 Cedar St. Everett, Washington, 98201 Email: rtarry@everettwa.gov Phone: (425) 257-8922

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Toxics Cleanup  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup  
300 Desmond Drive  
Lacey, WA 98503

## Contacts

<b>Project Manager</b>	Sunny Becker  3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: hlin461@ecy.wa.gov Phone: (425) 649-7187
<b>Financial Manager</b>	Lydia Lindwall  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: llin461@ecy.wa.gov Phone: (360) 407-6210

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

Washington State  
Department of Ecology

CITY OF EVERETT

PER THE MAYOR'S AUTHORIZATION BELOW (pg 7)

James Pendowski Aug 10/8/15

Program Manager

Date

Jim Pendowski

Toxics Cleanup

[Signature]

9-11-15

Richard Tarry

Date

Engineering Services Manager

Agreement No:  
Project Title:  
Recipient Name:

TCPRA-2015-EverPW-00012  
Everett Landfill Tire Fire  
CITY OF EVERETT

Ray Stephanson

  
\_\_\_\_\_  
Mayor

9-17-2015

Date

James D. Iles

  
\_\_\_\_\_  
City Attorney

9/15/15

Date

Sharon Fuller

  
\_\_\_\_\_  
City Clerk - Deputy

Date

## SCOPE OF WORK

Task Number: 1 Task Cost: \$60,000.00

Task Title: FS - SAMPLING AND ANALYSIS PLAN REVISIONS J004

### Task Description:

This task funds RECIPIENT eligible costs ECOLOGY deems reasonable and necessary to complete Sampling and Analysis Plan (SAP) Revisions, replace damaged wells and probes, and conduct Waste Disposal activities consistent with Consent Decree No. 01 2 03640 6 for the site.

Eligible activities include SAP revisions, project management costs, a review of existing well and gas probe locations and the installation of new monitoring wells and landfill gas probes as needed. This includes any surveying, mapping, brush clearing and site preparation activities or vector services needed to replace the wells or initiate the advancement of the boreholes to replace the damaged probes. Eligible costs may also include sampling and analysis, waste profiling, and proper disposal of any waste derived during activities performed under this task either onsite per the Consent Decree or at an offsite permitted landfill.

### Task Goal Statement:

To continue environmental monitoring of the Everett Landfill in compliance with Consent Decree 01 2 03640 6, and to replace damaged monitoring wells and landfill gas probes at the site.

### Task Expected Outcome:

Ecology approved Sampling and Analysis Plan that is field implemented and ongoing in compliance with Consent Decree 01 2 03640 6.

Recipient Task Coordinator: Mark Sadler

## FS - SAMPLING AND ANALYSIS PLAN REVISIONS J004

### Deliverables

Number	Description	Due Date
1.1	Revised Sampling and Analysis Plan approved by ECOLOGY	



## SCOPE OF WORK

Task Number: 2 Task Cost: \$450,000.00

Task Title: ENGINEERING DESIGN OF ENVIRONMENTAL CONTROLS J005

### Task Description:

This task funds RECIPIENT eligible costs ECOLOGY deems reasonable and necessary to plan and perform environmental control measures at the site consistent with Consent Decree No. 01 2 03640 6. This includes activities under three categories: Landfill Gas Protection, Landfill Cover Compliance, and Groundwater Protection Measures. Eligible activities include:

**LANDFILL GAS PROTECTION:** RECIPIENT will review and coordinate the design and construction requirements of Consent Decree No. 01 2 03640 6 for the site to ensure the developer remains in compliance with the terms of the Consent Decree. RECIPIENT shall provide oversight of the design and creation of the quality assurance/quality control plan for the site. RECIPIENT shall also observe and document the landfill gas collection system design and construction by the Developer. Eligible costs include RECIPIENT review of all developer submittals, document the review process, oversight of a third party review of the design, site inspections, and coordination with ECOLOGY.

**LANDFILL COVER COMPLIANCE:** RECIPIENT shall review and coordinate the design and construction requirements of Consent Decree No. 01 2 03640 6. Including RECIPIENT's review of the landfill cover design, development of the quality assurance/quality control plan, and observing and documenting the construction of the landfill cover system performed by the Developer. The Developer is expected to generate significant quantities of refuse in the construction of the piles, utilities, and other underground excavations. The Developer is expected to re-landfill the wastes onsite and would then need to reconstruct a suitable landfill cover. RECIPIENT shall provide a review of all developer submittals, document the review process, provide a third party review of the design, site inspections, and coordination and oversight with ECOLOGY to ensure compliance with Consent Decree No. 01 2 03640 6.

**GROUNDWATER PROTECTION:** Recipient shall review and coordinate the design and construction requirements of Consent Decree No. 01 2 03640 6. RECIPIENT shall provide oversight of the design, creation of the quality assurance/quality control plan, and observe and document the landfill pile installation design and construction by the Developer, and shall ensure protection of the deep aquifer at the landfill. Eligible costs include a review of all developer submittals and designs, including piling design and specifications, documentation of piling location and installation specifics, QA/QC plans, site inspections, and coordination with ECOLOGY to ensure compliance with Consent Decree No. 01 2 03640 6.

### Task Goal Statement:

**Landfill Gas Protection:** The system is adequately designed, constructed, and operational controls are in place to protect against potential landfill gas migration from the former landfill site.

**Landfill Cover:** Provide proper oversight of site developer landfill cover work so the modified land fill cover provides adequate protection for the site development in regards to environmental compliance and health and safety of workers and future inhabitants.

**Groundwater Protection:** To protect the deeper aquifer groundwater beneath and down gradient of the site from contamination.

### Task Expected Outcome:

Coordinated development of the landfill site. The developer will be designing structures and facilities that will have environmental control systems to protect human health and the environment from:

- landfill gas migration is controlled by installing proficient landfill gas control systems;
- exposure to contamination is limited by providing proper oversight of the developer's landfill cover work, and
- deep aquifer groundwater contamination is protected beneath and down gradient of the site by providing adequate oversight of design and implementation of the landfill pile installation.

Recipient Task Coordinator: Mark Sadler

## ENGINEERING DESIGN OF ENVIRONMENTAL CONTROL

### Deliverables

Number	Description	Due Date
2.1	A report on the development plan for landfill gas collection and controls.	
2.2	Operations and Maintenance Plan for the Landfill Gas Collection System.	
2.3	Construction plans and specifications for cover modifications	
2.4	Construction Quality Assurance Report for landfill cover.	
2.5	Report on review of the developer's foundation and piling plan.	
2.6	Quality assurance plan for pile installation.	

Agreement No: TCPRA-2015-EverPW-00012  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

## SCOPE OF WORK

Task Number: 3 Task Cost: \$100,000.00

Task Title: OPERATIONS & MAINT OF LANDFILL GAS SYSTEM J007

### Task Description:

This task funds RECIPIENT eligible costs ECOLOGY deems reasonable and necessary for the maintenance of the landfill gas control system during the first year following completion of system development under the developed landfill. RECIPIENT shall ensure proper operations and maintenance of the system is occurring and that the system is functioning to provide the design protections of the site consistent with the Consent Decree. Eligible costs may include RECIPIENT training, O&M equipment, and monitors needed during the first year of operation after construction completion.

### Task Goal Statement:

To operate and maintain a landfill gas control system to protect facilities, structures, and public safety at the redeveloped Everett Landfill site.

### Task Expected Outcome:

One year of successful operations at the Everett Landfill site for the landfill gas control systems, including any troubleshooting and first-year corrections and modifications.

Recipient Task Coordinator: Mark Sadler

## OPERATIONS & MAINT OF LANDFILL GAS SYSTEM J007

### Deliverables

Number	Description	Due Date
3.1	Monthly monitoring and operations report for the landfill gas system.	

## SCOPE OF WORK

Task Number: 4 **Task Cost: \$16,508.00**

Task Title: GRANT AND PROJECT ADMINISTRATION J008

### Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

Eligible administrative costs may also include those incurred performing activities to:

- Ensure compliance with the terms of the Agreed Order/Consent Decree/AOC, except legal costs.
- Perform Public Involvement Activities: Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
- Procure and manage consultants and construction contractors.
- Perform quality control and quality assurance oversight of all project elements.
- Manage the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports, spending plans, or other reports.
- Conduct, coordinate, and schedule activities related to multiple tasks or the grant as a whole.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks.  
(Equipment purchases are conditionally eligible and require prior written approval by ECOLOGY's Financial Manager).
- Attend training events approved in advance, including related travel costs. (Training requires prior approval by ECOLOGY'S Financial Manager).
- Perform Environmental impact analysis.
- Perform Cost-benefit analyses.
- Conduct research or studies relevant to multiple tasks or sites.
- Manage scientific Data.
- RECIPIENT may bill up to 25% of salaries and benefits for their indirect costs associated with managing the grant and grant activities.

### Spending Plans:

The RECIPIENT shall submit a spending plan to ECOLOGY. The spending plan identifies the amount by quarter in which the RECIPIENT plans to bill ECOLOGY for accumulated costs through the term of the agreement.

The spending plan must be updated at least quarterly to reflect actual expenditures and projections for the remainder of grant/loan reimbursement requests.

The updated spending plans must be included with each payment request/progress report as an excel file or other standard spreadsheet format on forms provided by ECOLOGY.

### Travel & Per Diem:

ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will be the sole responsibility of the contractor or recipient unless an exception is provided in writing by the financial manager prior to the costs being incurred. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.

### Task Goal Statement:

Agreement No: TCPRA-2015-EverPW-00012  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Recipient Task Coordinator: Mark Sadler

**GRANT AND PROJECT ADMINISTRATION J008**

**Deliverables**

Number	Description	Due Date
4.1	Timely grant payment requests/progress reports (PR/PR) with proper documentation.	
4.2	Updated spending plan with each PR/PR.	

## BUDGET

### Funding Distribution EG160040

Funding Title: Everett Landfill Tire Fire - Oversight  
 Funding Type: Grant Funding Expiration Date: 06/30/2017  
 Funding Effective Date: 01/01/2015  
 Funding Source:

Title: Local Toxics Control Act (LTCA)

Type: State

CFDA:

Assistance Agreement:

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, site hazard assessments, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 44% of the tax revenue into the Local Toxics Control Account (LTCA). Each biennium, the Legislature appropriates a portion of the funds in LTCA for remedial action grants and loans.

Recipient Match %: 50

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Everett Landfill Tire Fire - Oversight	Task Total
FS - SAMPLING AND ANALYSIS PLAN REVISIONS J004	\$ 60,000.00
ENGINEERING DESIGN OF ENVIRONMENTAL CONTRO	\$ 450,000.00
OPERATIONS & MAINT OF LANDFILL GAS SYSTEM J00	\$ 100,000.00
GRANT AND PROJECT ADMINISTRATION J008	\$ 16,508.00

**Total: \$ 626,508.00**

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Everett Landfill Tire Fire - Oversight	50.00 %	\$ 313,254.00	\$ 313,254.00	\$ 626,508.00
<b>Total</b>		<b>\$ 313,254.00</b>	<b>\$ 313,254.00</b>	<b>\$ 626,508.00</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

#### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrcs.gov](http://www.fsrcs.gov) <http://www.fsrcs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrcs.gov](http://www.fsrcs.gov) <http://www.fsrcs.gov>.

**GENERAL TERMS AND CONDITIONS**

**1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

**2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to



approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and

women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an

extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low

impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



*Agreement*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Toxics Cleanup Remedial  
Action Grant Program  
Agreement with the  
Washington State Department  
of Ecology

\_\_\_\_\_ Briefing  
\_\_\_\_\_ Proposed Action  
\_\_\_\_\_ Consent  
\_\_\_\_\_ Action  
\_\_\_\_\_ First Reading  
\_\_\_\_\_ Second Reading  
\_\_\_\_\_ Third Reading  
\_\_\_\_\_ Public Hearing  
\_\_\_\_\_ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Mark Sadler

425-257-8967

September 9, 2015

Initialed by:

Department Head

CAA

Council President

*dlb*  
*SB*

**Location**

Everett Landfill and  
Riverfront Development

**Preceding Action**

Previous remedial action  
grant agreements and  
amendments,  
2001 Consent Decree  
No. 01 2 03640 6

**Attachments**

Grant Program  
Agreement

**Department(s) Approval**

Public Works; Legal

Amount Budgeted	\$313,254	
Expenditure Required	\$313,254	Account Number(s): Fund 402
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Department of Ecology Toxics Cleanup Remedial Action Grant funds continuing tasks for cleanup and monitoring of the Everett Landfill Tire Fire cleanup site, and provides for oversight of developer compliance and environmental protection requirements of the site's 2001 Consent Decree. The State of Washington Department of Ecology has approved a total grant amount of \$626,508 to be evenly split between the Department of Ecology and the City of Everett.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign Toxics Cleanup Remedial Action Grant Program Agreement with the Washington State Department of Ecology in the amount of \$313,254, for continued cleanup and monitoring and to provide developer oversight at the Everett Landfill Tire Fire site.

*Council Approval*  
*9-9-15*  
*JS*